

Document Page 1 of 9
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN THE MATTER OF:

Leroy Davis, Jr.
Maurcey J. Davis

) BK. NO. **19-80771**
) (Chapter 13)
)
)

CHAPTER 13 PLAN
AND
DEBTOR(S)) **NOTICE OF RESISTANCE DEADLINE**

NOTICE TO CREDITORS AND DEBTORS

The Bankruptcy Court for the District of Nebraska enacts this Local Form Chapter 13 Plan [hereinafter "plan"] under the provisions contained in Rule 3015.1 of the Federal Rules of Bankruptcy Procedure. This form plan shall be used for all Chapter 13 plans filed on or after the effective date of Rule 3015.1.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to this plan no later than the date designated in the attached Notice of Resistance Deadline. The Bankruptcy Court may confirm or approve this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

You must file a timely proof of claim in order to be paid under this plan.

In this District, the amount set forth in the claim controls the amount to be paid to a creditor. The value of the collateral set forth in the claim controls the amount to be paid subject to the right of the debtor to object to the claim amount and/or the valuation of the collateral in the claim. Avoidance of security interests or liens must be done by motion or adversary proceeding as appropriate. Interest is paid to secured creditors in the amount and from the date specified in the plan.

The Debtor acknowledges that the plan does NOT INCLUDE provisions through which the plan ALONE would limit the amount of a secured claim or the value of collateral. The Debtor acknowledges that such limit on the amount of the claim or the value of the collateral shall be raised by objection to the claim.

The Debtor acknowledges that the plan does NOT INCLUDE provisions through which the plan ALONE would avoid a security interest or lien. The Debtor acknowledges that avoidance of a security interest or lien or the stripping of a lien shall be raised by motion or adversary proceeding as appropriate.

This plan requires that all nonstandard provisions be set forth in PART 11 of the plan and use of PART 11 must be identified by checking the box below.

DEBTORS MUST CHECK ONE BOX BELOW TO STATE WHETHER NONSTANDARD PROVISIONS ARE OR ARE NOT CONTAINED IN PART 11 OF THIS PLAN. IF THE BOX IS CHECKED AS "NOT INCLUDED" OR IF BOTH BOXES ARE CHECKED, THE PROVISIONS CONTAINED IN PART 11 WILL BE INEFFECTIVE.

Nonstandard provisions, set out in PART 11	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
--	-----------------------------------	--

PART 1. PAYMENTS

The Debtor or Debtors (hereinafter called "Debtor") submits to the Standing Chapter 13 Trustee all projected disposable income to be received within the applicable commitment period of the plan. The payment schedule is as follows:

A. Monthly Payment Amount (include any previous payments)	B. Number of Payments	Base Amount (A X B)
\$1068	60	\$64,080.00
Total Plan Base Amount:		\$64,080.00

The payment shall be withheld from the Debtor's paycheck: Yes ☒ No ☐

Employee's name from whose check the payment is deducted: **Leroy Davis, Jr.**

Employer's name, address, city, state, phone: **Taw Enterprises Inc 7713 S 19th Circle Bellevue NE 68147-0000**

Debtor is paid: Monthly ☐ Twice Monthly ☒ Weekly ☐ Biweekly ☐ Other ☐ _____

The payment shall be withheld from the Joint Debtor's paycheck: Yes ☒ No ☐

Debtor **Leroy Davis, Jr.** Case number **19-80771**
Maurcey J. Davis

Employee's name from whose check the payment is deducted: **Maurcey J. Davis**

Employer's name, address, city, state, phone: **Center Pointe Inc 2633 P Street Lincoln NE 68503-0000**
 Joint Debtor is paid: Monthly ☐ Twice Monthly ☐ Weekly ☐ Biweekly ☒ Other ☐

This plan cures any arrearage in payments to the Chapter 13 Trustee under any prior plan in this case.

NOTE: PLAN PAYMENTS TO THE TRUSTEE MUST BEGIN IMMEDIATELY FOR PLANS REQUIRING PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS OR LEASE PAYMENTS. IN THOSE CASES PROVIDING FOR EMPLOYER DEDUCTIONS, THE DEBTOR MUST MAKE DIRECT PAYMENT TO THE TRUSTEE BY MONEY ORDER OR CASHIER'S CHECK UNTIL THE EMPLOYER DEDUCTION BEGINS. IN CASES WITHOUT PRE-CONFIRMATION PAYMENTS, PLAN PAYMENTS MUST COMMENCE WITHIN 30 DAYS OF FILING OF THE PETITION. THE DEBTOR MUST MAKE DIRECT PAYMENT TO THE TRUSTEE UNTIL THE EMPLOYER DEDUCTION BEGINS.

PART 2. ORDER OF PAYMENT OF CLAIMS

Applicable Trustee fees shall be deducted pursuant to 28 U.S.C. § 586(e). Claims shall be paid in the following order; and, unless otherwise provided, claims within each class shall be paid pro rata:

1. Pre-confirmation payments for adequate protection or leases of personal property;
2. Minimum monthly payments to secured creditors listed in PART 6 of this plan, minimum arrearage payments and regular executory contract payments due on Executory Contracts and Leases in PART 7 of this plan, and minimum monthly payments on arrearages on 11 U.S.C. § 507(a)(1)(A) priority domestic support claims in PART 5(B) of this plan [**NOTE: IF THERE ARE NO MINIMUM ARREARAGE PAYMENTS OR REGULAR EXECUTORY CONTRACT PAYMENTS DESIGNATED IN THE PLAN, THOSE MONIES WILL BE DISTRIBUTED UNDER # 3 ON ATTORNEY FEES**];
3. The Debtor's attorney's fees and costs as approved by the Court [**NOTE: DEBTOR'S COUNSEL SHOULD NOT DESIGNATE A PER MONTH PAYMENT FOR ATTORNEY FEES. UNDER THIS ORDER OF PAYMENTS ALL FUNDS WILL BE CODED FOR ATTORNEY FEES AFTER THE BEFORE DISCUSSED MINIMUM MONTHLY PAYMENTS AND EXECUTORY CONTRACT PAYMENTS**];
4. After payments of the previously listed amounts in (1) through (3) above, additional funds will be distributed prorata to secured claims in **PART 6**, arrearages on Executory Contracts and Leases in **PART 7** of this plan and domestic support claims under 11 U.S.C. § 507(a)(1)(A) in **PART 5(B)** of this plan;
5. Other administrative expense claims under 11 U.S.C. § 503 and Chapter 7 Trustee compensation allowed under 11 U.S.C. § 1326(b)(3);
6. Other priority claims in the order specified in 11 U.S.C. § 507(a) including post-petition tax claims allowed under 11 U.S.C. § 1305;
7. Payments on co-signed unsecured claims listed in PART 8 of this plan;
8. General Unsecured Claims.

PART 3. §1326(A) PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS & LEASE PAYMENTS

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the Trustee to the below listed creditors without entry of an order of the Court. The Debtor proposing pre-confirmation payments will **immediately** commence plan payments to the Trustee. Creditors must file a timely proof of claim to receive payment. Payments by the Trustee shall commence to these creditors within 30 days of the filing of the proof of claim unless the Trustee does not have funds available within 7 working days prior to the end of the 30-day period. Post-confirmation payments are provided for below in **PARTS 6 and 7** of this plan.

Creditor's Names and Full Address	Last Four Digits of Account Number	Date of Next Payment Due	Payment Amount
1. Ally Financial Attn: Bankruptcy Dept Po Box 380901 Bloomington, MN 55438	3554		\$200.00

Debtor **Leroy Davis, Jr.
Maurcey J. Davis**

Case number **19-80771**

Creditor's Names and Full Address	Last Four Digits of Account Number	Date of Next Payment Due	Payment Amount
2. Capital One Auto Finance Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130	1001		\$200.00

PART 4. ADMINISTRATIVE CLAIMS

Trustee fees shall be deducted from each payment received by the Trustee.

Neb. R. Bankr. P. 2016-1(A)(4) and **Appendix "K"** provide for the maximum allowance of Chapter 13 attorney fees and expenses [Standard Allowable Amount "SAA"] which may be included in a Chapter 13 Plan. Additional fees or costs in excess of this amount must be approved through the "ALC" Fees process or a separate fee application. Fees and costs requested for allowance are as follows:

"SAA" Fees Requested	Fees Received Prior to Filing	Balance of "SAA" Fees to Be Paid in Plan
\$4,000.00	\$24.00	\$3,976.00
"SAA" Costs Requested	Costs Received Prior to Filing	Balance of "SAA" Costs to Be Paid in Plan
\$200.00	\$0.00	\$200.00

PART 5 PRIORITY CLAIMS

11 U.S.C. § 1322(a) provides that all claims entitled to priority under 11 U.S.C. § 507(a) shall be paid in full in deferred cash payments unless the holder of a particular claim agrees to a different treatment of such claim except for a priority claim under 11 U.S.C. § 507(a)(1)(B). It is further provided that any and all pre-petition penalties, and post-petition penalties and interest, which have attached or will be attached to any such claim, shall be treated as a general unsecured claim and not entitled to priority. Such claims are as follows:

A. Domestic Support Obligations

1) ☒ None. If "None" is checked, the rest of § 5(A) need not be completed or reproduced

B. Arrearages Owed to Domestic Support Obligation Holders Under 11 U.S.C. § 507(a)(1)(A)

1) ☒ None. If "None" is checked, the rest of § 5(B) need not be completed or reproduced.

C. Domestic Support Obligations Assigned To Or Owed To A Governmental Unit Under 11 U.S.C. § 507(a)(1)(B)

1) ☒ None. If "None" is checked, the rest of § 5(C) need not be completed or reproduced.

D. Priority Tax Claims Including Post-Petition Tax Claims Allowed Under 11 U.S.C. § 1305

- 1) ☐ None. If "None" is checked, the rest of § 5(D) need not be completed or reproduced.
2) Name of Creditor, estimated arrearage claim, and any special payment provisions:

Federal: \$13,716.71	State: \$2,305.00	\$16,021.71
Internal Revenue Service	Nebraska Department of Revenue	

E. Chapter 7 Trustee Compensation Allowed Under 11 U.S.C. § 1326(b)(3)

1) ☒ None. If "None" is checked, the rest of § 5(E) need not be completed or reproduced.

F. Other Priority Claims: Provisions for treatment in Part 11 of plan.

PART 6. SECURED CLAIMS

A. Home Mortgage Claims

(including claims secured by real property which the debtor intends to retain)

1) ☒ None. If "None" is checked, the rest of § 6(A) need not be completed or reproduced.

Debtor

**Leroy Davis, Jr.
Maurcey J. Davis**

Case number

19-80771

B. Post-Confirmation Payments to Creditors Secured by Personal Property. Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (1) and (2):

1) Secured Claims to which § 506 Valuation is NOT applicable:

- a. ☐ None. If "None" is checked, the rest of § 6(B)(1) need not be completed or reproduced.
- b. Claims listed in this subsection are debts secured by a purchase money security interest in a personal motor vehicle, incurred within 910 days of filing of the bankruptcy **OR** debts secured by a purchase money security interest in "any other thing of value," incurred within one year prior to filing of the bankruptcy. These claims will be paid in full with interest as provided below. Unless otherwise ordered by the Court, the claim amount stated on a proof of claim or amended proof of claim filed before the filing deadline under Bankruptcy Rule 3002(c) controls over any contrary amount listed below.

Name of Creditor	Property Description	Estimated Claim Amount	Pre-confirmation Interest Rate & Dollar Amount Limit, If Any	Post-confirmation Interest Rate	Minimum Monthly Payment Amount	Total Payments Plus Interest
1. Ally Financial	2015 Chrysler 200	\$10,820.00	6.50% \$200.00	6.50%	\$200.00	\$8,473.23
2. Capital One Auto Finance	2015 Jeep Latitude	\$10,136.00	6.50% \$200.00	6.50%	\$200.00	\$10,971.45

2) Secured Claims to which § 506 Valuation is applicable:

- a. ☒ None. If "None" is checked, the rest of § 6(B)(2) need not be completed or reproduced.

C. Surrender of Property

- 1) ☒ None. If "None" is checked, the rest of § 6(C) need not be completed or reproduced.

D. Lien Avoidance and Lien Stripping

- 1) ☒ None. If "None" is checked, the rest of § 6(D) need not be completed or reproduced.

PART 7. EXECUTORY CONTRACTS/LEASES

A. The Debtor assumes the executory contract/lease referenced below and provides for the regular contract/lease payment to be included in the Chapter 13 plan. All other executory contracts and unexpired leases are rejected. Any pre-petition arrearage will be cured in monthly payments as noted below:

B. Check One

- 1) ☒ None. If "None" is checked, the rest of § Part 7 need not be completed or reproduced.

PART 8. CO-SIGNED UNSECURED DEBTS

A. ☐ None. If "None" is checked, the rest of § Part 8 need not be completed or reproduced.

B. The following co-signed debts shall be paid in full at the contract rate of interest from petition date

Name of Creditor	Estimated Amount Due	Contract Rate of Interest	Total Due
1. Social Security Administration	\$4,964.51	0.00%	\$4,964.51

PART 9. UNSECURED CLAIMS

A. Allowed unsecured claims shall be paid pro rata from all remaining funds.

PART 10. ADDITIONAL PROVISIONS

A. If there are no resistances/objections to confirmation of this plan or after all objections are resolved, the Court may confirm the plan without further hearing.

B. Property of the estate, including the Debtor's current and future income, shall revert in the Debtor at the time a discharge is issued, and the Debtor shall have the sole right to use and possession of property of the estate during the pendency of this case.

Debtor **Leroy Davis, Jr.
Maurcey J. Davis**

Case number **19-80771**

- C. In order to obtain distributions under the plan, a creditor must file a proof of claim no later than 70 days after the filing of the petition except as provided in Rule 3002(c) of the Federal Rules of Bankruptcy Procedure.
- D. Unless otherwise provided in this plan or ordered by the Court, the holder of each allowed secured claim provided for by the plan shall retain its lien securing such claim as provided in 11 U.S.C. § 1325(a)(5)(B).
- E. After the bar date to file a proof of claim for non-governmental units passes, limited notice/service is approved for all post confirmation pleadings. Pleadings shall include applications for fees, amended plans and motions. Pleadings shall be served on all parties in interest. For purposes of this limited notice provision, a party in interest is a party whose interest is directly affected by the motion, a creditor who has filed a proof of claim, a party who has filed a request for notice, any governmental agency or unit that is a creditor and all creditors scheduled as secured or priority creditors. Any pleading filed with limited notice shall include a certificate of service specifically stating it was served with limited notice on all parties in interest pursuant to Neb. R. Bankr. P. 9013-1(E)(1). **Failure to comply shall result in deferral of the motion until a proper certificate of service is filed.**

PART 11. NONSTANDARD PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this Local Form Plan or deviating from it. **Nonstandard provisions set out elsewhere in this plan are ineffective and void.**

The following plan provisions will be effective only if there is a check in the box "included" at the end of the opening **Notice to Creditors and Debtors** of this plan.

NOTICE OF RESISTANCE DEADLINE

ANY RESISTANCE TO THIS PLAN OR REQUEST FOR A HEARING MUST BE FILED IN WRITING WITH THE BANKRUPTCY CLERK'S OFFICE (SEE ORIGINAL NOTICE OF BANKRUPTCY FOR ADDRESS) AND SERVED ON THE ATTORNEY FOR THE DEBTOR AT THE ADDRESS LISTED BELOW (OR SERVED ON THE DEBTOR, IF NOT REPRESENTED BY AN ATTORNEY), ON OR BEFORE:

(USE OPTION A OR B – AND CHECK ONE OF THE BOXES – SEE LOCAL COURT RULES)

A. ☒ **14 DAYS AFTER THE CONCLUSION OF THE MEETING OF CREDITORS: JULY 9, 2019.**

OR

B. ☐ **MONTH, DAY AND YEAR** (USE A CALENDAR DATE WHICH IS AT LEAST 21 DAYS AFTER THE DATE THE PLAN IS FILED WITH THE COURT)

IF A TIMELY RESISTANCE OR REQUEST FOR A HEARING IS FILED AND SERVED, THE BANKRUPTCY COURT WILL HANDLE THE RESISTANCE IN ACCORDANCE WITH NEB. R. BANKR. P. 3015-2. IF THERE ARE NO OBJECTIONS TO THE PLAN AS FILED, THE COURT MAY CONFIRM THE PLAN WITHOUT FURTHER HEARING.

CERTIFICATE OF SERVICE

On **June 3, 2019**, the undersigned mailed a copy of this plan to all creditors, parties in interest and those requesting notice by regular United States mail, postage prepaid. The parties to whom notice was mailed are either listed below or on the attached mailing matrix. The undersigned relies on the CM/ECF system of the United States Bankruptcy Court to provide service to the following: Kathleen A. Laughlin, Standing Chapter 13 Trustee District of Nebraska

Dated: **June 3, 2019**

Leroy Davis Jr.,
Maurcey Davis,
Debtor(s)

By: **/s/ Roxanne M. Alhejaj**
Roxanne M. Alhejaj
Burt Street Professional Building
11717 Burt Street, Suite 106
Omaha, NE 68154
(402)345-1717
(402)444-1724

Debtor

Leroy Davis, Jr.
Maurcey J. Davis

Case number

19-80771

By filing this document, the Attorney for the Debtor(s) or the Debtor(s) themselves, if not represented by an attorney certify(ies) that wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Chapter 13 Plan for the United States Bankruptcy Court for the District of Nebraska, other than any nonstandard provisions included in **PART 11** of this plan.

Nebraska Department of Revenue P.O. Box 94818 Lincoln, NE 68509-4818	Capital One Auto Finance Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130	Credit Control, LLC P.O. Box 488 Hazelwood, MO 63042
--	--	--

AC Asset Care 2222 Texoma Pkwy Ste 180 Sherman, TX 75090	Central Financial Control P.O. Box 66044 Anaheim, CA 92816	Dash of Cash P.O. Box 1329 Kahnawak, Quebec JOL1B0
--	--	--

Account Control Technology, Inc. - ACT 5531 Business Park South, Ste. 100 P.O. Box 11750, Dept. 1823449 - 19X Bakersfield, CA 93389-1750	Central Portfolio Cont 10249 Yellow Circle Dr # Hopkins, MN 55343	Department of Education/Nelnet Attn: Claims Po Box 82505 Lincoln, NE 68501
---	---	---

Accredited Collection Services Inc. P.O. Box 27238 Omaha, NE 68127	Centris FCU 11825 Q Street Omaha, NE 68137	Douglas County Attorney 1701 Farnam St 100 Hall of Justice Omaha, NE 68183
--	--	---

Ally Financial Attn: Bankruptcy Dept Po Box 380901 Bloomington, MN 55438	Chase P.O. Box 94014 Palatine, IL 60094-4014	Douglas County Treasurer Attn: Property Division 1819 Farnam St H03 Omaha, NE 68183-0003
---	--	---

Axis Advance	Children's Minnesota 5901 Lincoln Dr. Minneapolis, MN 55436	Katie D. Figgins 3033 Campus Drive, Ste. 250 Minneapolis, MN 55441
--------------	---	--

Burton Prosthetics 5329 Center St. Omaha, NE 68106	Childrens Hospital & Medical CTR P.O. Box 952806 Saint Louis, MO 63195-0001	General Service Bureau Attn: Bankruptcy PO Box 641579 Omaha, NE 68164
--	---	--

Cada, Cada, Hoffman & Jewson 1024 K St. Lincoln, NE 68508	Clarkson 101 S 42nd St Omaha, NE 68154	Green Trust P.O. Box 340 Hays, MT 59527
---	--	---

Capio Partners, LLC 2222 Texoma Pkwy Ste. 150 Sherman, TX 75090	Clarkson Heart Center P.O. Box 30258 Omaha, NE 68103-1358	Head & Neck Oncologic Surgery 8303 Dodge Street Omaha, NE 68114-4108
---	---	--

Kohl's Pharmacy Homecare 12759 Q St. Omaha, NE 68137-3211	Midland Funding 2365 Northside Drive Suite 300 San Diego, CA 92108	Portfolio Recovery Attn: Bankruptcy 120 Corporate Blvd Norfolk, VA 23502
Kohl's/Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130	Midwest Gastrointestinal Associates, PC 17001 Lakeside Hills Plaza, Ste. 200 Omaha, NE 68130	Radiologic Center, Inc. P.O. Box 3211 Indianapolis, IN 46206-3211
Law Offices of Mitchell D. Bluhm & Associates P.O. Box 3269 Sherman, TX 75091	National Account Systems Attn: Bankruptcy Department Po Box 45767 Omaha, NE 68145	Radius Global Solutions LLC 7831 Glenroy Rd. Suite 250A Minneapolis, MN 55439
Madonna Rehabilitation Hospital P.O. Box 6226 Lincoln, NE 68506	National Service Bureau, Inc Attn: Bankruptcy 18912 North Creek Pkwy, Suite 205 Bothwell, WA 98011	Red Credit Solution 6910 Pacific St #425 Omaha, NE 68106
Mayo Clinic 200 First Street SW Rochester, MN 55905-0001	Nebraska Medicine 988095 Nebraska Medical Center Omaha, NE 68198-8095	John J. Reeve III 1904 Farnam St #700 Omaha, NE 68102
Medics at Home 5935 Henninger Dr. Omaha, NE 68104	Nebraska Methodist Hospital Head & Neck P.O. Box 10190 Virginia Beach, VA 23450-0190	Social Security Administration Mid-American Program Service Center 601 East Twelfth Street Kansas City, MO 64106-2858
Merchants Credit Adjusters, Inc. 4005 South 148th Street Omaha, NE 68137-5561	New York & Company P.O. Box 659728 San Antonio, TX 78265-9728	St. Paul Lutheran School 5020 Grand Ave Omaha, NE 68104
Methodist Physicians Clinic P.O. Box 790186 Saint Louis, MO 63179-0186	Payday Express 101 S 39th St. Omaha, NE 68131-3001	Steffi A. Swanson 3906 Raynor Parkway #105 Bellevue, NE 68123
Metro Credit Union Attn: Bankruptcy Po Box 390696 Omaha, NE 68139	Phoenix Financial Services LLC PO Box 361450 Indianapolis, IN 46236-1450	Tall Grass Finance P.O. Box 647 Santa Ysabel, CA 92070

TekCollect Inc
Attn: Bankruptcy
Po Box 1269
Columbus, OH 43216

Torrid
P.O. Box 659584
San Antonio, TX 78265-9584

UNMC Physicians
BANKRUPTCY NOTIFICATION
988095 Nebraska Medical Center
Omaha, NE 68198-8095

US Department of Education
Office of General Counsel
400 Maryland Avenue SW
Washington, DC 20202-0008

US Department of Education
Office of Post Secondary Education
600 Independence Avenue SW
Washington, DC 20202

Jillian Walker
3033 Campus Drive, Suite 250
Minneapolis, MN 55441

Wells Fargo
P.O. Box 10438
Des Moines, IA 50306